

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment of Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allied Capital Corporation		06/30/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Governor and Company of the Bank of Ireland		
Street Address:	Bank of Ireland Corporate Banking		
Internal Address:	Head Office, B1, Lower Baggot Street		
City:	Dublin 2		
State/Country:	IRELAND		
Entity Type:	Banking Company: IRELAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1190509	CURRENCY GUARD	
Registration Number:	1800549	FLEXPAC	
Registration Number:	2453818	OCTOPUS	
Registration Number:	2707378	OCTOPUS	
Registration Number:	2480516	SCORPION	
Registration Number:	2895520	SCORPION	
Registration Number:	1266973	SECURITY PAC	
Registration Number:	2769827	THINPAC	
Registration Number:	2769826	THINPAC	
Registration Number:	2814150	3SI SECURITY SYSTEMS	
Registration Number:	2747383	3SI SECURITY SYSTEMS	
Serial Number:	78392967	SCREAMERPAC	
Serial Number:	78392978	SCREAMERTRAY	
CORRESPONDENCE DATA			

CH \$340.00 1190509

900056866

TRADEMARK  
 REEL: 003380 FRAME: 0565

Fax Number: (202)585-8080

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-585-8264

Email: sfreedman@nixonpeabody.com

Correspondent Name: Susan M. Freedman, Esq.

Address Line 1: Nixon Peabody LLP

Address Line 2: 401 9th Street, N.W., Suite 900

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:

042877-5

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Susan M. Freedman

Signature:

/susan m. freedman/

Date:

08/30/2006

Total Attachments: 10

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RETIRING AGENT LETTER

**ALLIED CAPITAL CORPORATION**

520 Madison Avenue, 27<sup>th</sup> Floor  
New York, New York 10022

June 30, 2006

Bank of Ireland  
Corporate Banking  
Head Office  
B-1  
Lower Baggot Street  
Dublin 2, Republic of Ireland  
Attention: Tony O'Donovan

Re: Credit Agreement, dated as of February 28, 2006 (as amended, modified, restated or supplemented from time to time, the "Credit Agreement"), among **3SI SECURITY SYSTEMS, INC.**, a Delaware corporation, **3SI HOLDCO, INC.**, a Delaware corporation, **3SI ACQUISITION HOLDINGS, INC.**, a Delaware corporation, **3SI SECURITY SYSTEMS HOLDING COMPANY, INC.**, a Delaware corporation, **3SI EUROPEAN HOLDINGS, INC.**, a Delaware corporation, **3SI EUROPEAN SECURITY SYSTEMS, INC.**, a Delaware corporation and **3SI FRENCH HOLDING COMPANY, INC.**, a Delaware corporation, certain lenders from time to time parties thereto, and Allied Capital Corporation, a Delaware corporation ("Allied"), as Administrative Agent

Ladies and Gentlemen:

Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Allied, as Administrative Agent and sole Lender, and The Governor and Company of the Bank of Ireland (together with its successor and assigns, "Bank of Ireland"), without further notice or action, and effective on the date hereof, agree as follows:

1. Allied resigns as Administrative Agent under the Credit Agreement and the other Credit Documents (as such, the "Retiring Agent");
2. Allied, as sole Lender, appoints Bank of Ireland as Administrative Agent under the Credit Agreement and the other Credit Documents, and Bank of Ireland agrees to succeed to, and become vested with, all of the rights, powers and privileges which the Administrative Agent theretofore possessed under the Credit Documents, including, without limitation, as secured party under the Security Documents;

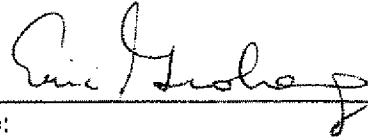
3. Retiring Agent shall be deemed to have assigned (and does hereby assign) to Bank of Ireland and its successor and assigns all liens and security interests in the Collateral, all of which shall remain in full force;
4. Retiring Agent agrees to promptly deliver to Bank of Ireland any tangible personal Collateral securing the Obligations that is currently in the possession of the Retiring Agent (such as stock certificates, notes and the like);
5. Retiring Agent agrees, at Borrowers' cost and expense, upon the reasonable request of Bank of Ireland, to take such additional actions and to execute and deliver such other documents and instruments as Bank of Ireland or such successor or assigns may reasonably request to effectuate any of the foregoing;
6. All provisions of the Credit Documents referring to the rights and duties of the Administrative Agent shall be deemed terminated (except for Article X and Section 11.1 of the Credit Agreement with respect to any action or omission on or prior to the date hereof which Article X and Section 11.1 shall survive such termination); and
7. All provisions of the Credit Documents which require payment to be made to or by the Administrative Agent shall on and after such effective time be made to or by Bank of Ireland, as Administrative Agent, pursuant to such instructions as Bank of Ireland shall provide to Borrowers in writing.

This agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this agreement by telecopy shall be effective as delivery of a manually executed counterpart of this agreement. This agreement shall be governed by, and construed in accordance with, the laws of the State of New York (including Sections 5-1401 and 5-1402 of the New York General Obligations Law, but excluding all other choice of law and conflicts of law rules).

[signatures on next page]

Very truly yours,

**ALLIED CAPITAL CORPORATION**, as sole Lender  
and as Administrative Agent

By:   
Name:  
Title:

Accepted and agreed as of the date  
above first written:

**THE GOVERNOR AND COMPANY  
OF THE BANK OF IRELAND**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed as of the date  
above first written:

**3SI SECURITY SYSTEMS, INC.,**  
as Borrower Representative

By: \_\_\_\_\_  
Name:  
Title:

Very truly yours,

**ALLIED CAPITAL CORPORATION**, as sole  
Lender and as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

Accepted and agreed as of the date  
above first written:

**THE GOVERNOR AND COMPANY  
OF THE BANK OF IRELAND**

By: \_\_\_\_\_  
Name: *Paul C. Smith*  
Title: *Director*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and agreed as of the date  
above first written:

**3SI SECURITY SYSTEMS, INC.,**  
as Borrower Representative

By: \_\_\_\_\_  
Name:  
Title:

Very truly yours,

**ALLIED CAPITAL CORPORATION**, as sole  
Lender and as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

Accepted and agreed as of the date  
above first written:

**THE GOVERNOR AND COMPANY  
OF THE BANK OF IRELAND**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed as of the date  
above first written:

**SSI SECURITY SYSTEMS, INC.**,  
as Borrower Representative

By: Thomas E. Oxenfeld  
Name: Thomas E. Oxenfeld  
Title: CEO

Retiring Agent Letter

**GRANT OF SECURITY INTEREST  
IN PATENTS AND TRADEMARKS**

**WHEREAS**, 3SI Security Systems, Inc. (the "Pledgor") is the owner of the trademark registrations and applications in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademark registrations and applications, collectively, the "Trademarks") and is the owner of the patents and patent applications listed on Schedule A attached hereto (all such patents and patent applications, collectively, the "Patents"); and

**WHEREAS**, the Pledgor has entered into a Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of February 28, 2006, in which the Pledgor has agreed with Allied Capital Corporation, as Administrative Agent (the "Administrative Agent"), with offices at 1919 Pennsylvania Avenue N.W., Washington, D.C. 20006, to execute this Security Grant;

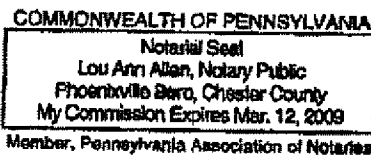
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Administrative Agent a security interest in all of its right, title and interest in and to the Trademarks and the Patents, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Security Grant has been given in conjunction with the security interest granted to the Administrative Agent under the Security Agreement, and the provisions of this Security Interest are not intended to limit, restrict, supplement or amplify the provisions of the Security Agreement, which are incorporated herein by this reference.



3SI SECURITY SYSTEMS, INC.

By: Thomas Overfeld  
Title: PresidentState of Pennsylvania  
County of Chester

Before me appeared Thomas Overfeld, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf or on behalf of the identified corporation or other juristic entity with authority to do so.

This 28<sup>th</sup> day of February, 2006.Lou Ann Allen  
Notary Public

(Seal)

My Commission Expires: 3-12-09

[Signature Page to Grant of Security Interest]

# SCHEDULE A

## TRADEMARKS AND TRADEMARK APPLICATIONS

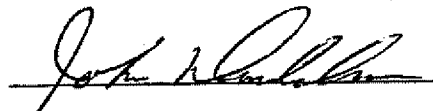
<u>Pledgor</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
	CURRENCY			
3SI Security Systems, Inc.	GUARD	1,190,509	USA	02/23/82
3SI Security Systems, Inc.	FLEXPAC	1,800,549	USA	10/26/93
3SI Security Systems, Inc.	OCTOPUS	2,453,818	USA	05/22/01
	OCTOPUS &			
3SI Security Systems, Inc.	DESIGN	2,707,378	USA	04/15/03
3SI Security Systems, Inc.	SCORPION	2,480,516	USA	08/21/01
3SI Security Systems, Inc.	SCORPION LOGO	2,895,520	USA	10/19/04
3SI Security Systems, Inc.	SECURITY PAC	1,266,973	USA	02/14/84
3SI Security Systems, Inc.	THINPAC	2,769,827	USA	09/30/03
	THINPAC &			
3SI Security Systems, Inc.	DESIGN	2,769,826	USA	09/30/03
	3SI SECURITY			
3SI Security Systems, Inc.	SYSTEMS	2,814,150	USA	02/10/04
3SI Security Systems, Inc.	3SI LOGO	2,747,383	USA	08/05/05
3SI Security Systems, Inc.	SCREAMER PAC	78-392,967	USA	03/30/04
3SI Security Systems, Inc.	SCREAMER TRAY	78-392,978	USA	03/30/04

## PATENTS AND PATENT APPLICATIONS

<u>Pledgor</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
3SI Security Systems, Inc.	4,975,680	USA	12/14/90
3SI Security Systems, Inc.	5,410,295	USA	04/25/95
3SI Security Systems, Inc.	5,732,638	USA	03/31/98
3SI Security Systems, Inc.	5,449,400	USA	09/12/95
3SI Security Systems, Inc.	5,059,949	USA	10/22/91
3SI Security Systems, Inc.	5,448,223	USA	09/05/95
3SI Security Systems, Inc.	5,515,032	USA	05/07/96
3SI Security Systems, Inc.	5,734,325	USA	03/31/98
3SI Security Systems, Inc.	6,568,336	USA	05/27/03
3SI Security Systems, Inc.	6,552,660	USA	04/22/03
3SI Security Systems, Inc.	5,196,828	USA	03/23/93
3SI Security Systems, Inc.	5,484,143	USA	01/16/96
3SI Security Systems, Inc.	10/508,416	USA	03/21/03
3SI Security Systems, Inc.	10/656,737	USA	09/05/03
3SI Security Systems, Inc.	10/659,082	USA	09/10/03
3SI Security Systems, Inc.	10/656,519	USA	09/05/03
3SI Security Systems, Inc.	10/912,392	USA	07/05/04
* 3SI Security Systems, Inc.	5,485,143	USA	01/16/96
* 3SI Security Systems, Inc.	5,196,828	USA	03/23/93

\* Undisclosed patents


3SI SECURITY SYSTEMS, INC.

By:   
Title: Secretary

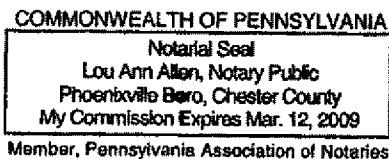
State of Pennsylvania  
County of Chester

Before me appeared John Donaldson, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf or on behalf of the identified corporation or other juristic entity with authority to do so.

This 28<sup>th</sup> day of February, 2006.

  
Notary Public

(Seal)



My Commission Expires: 3-12-09

[Signature Page to Grant of Security Interest]

3SI SECURITY SYSTEMS, INC.

By:

Title:

John Donaldson  
Secretary

State of Pennsylvania

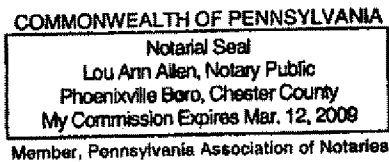
County of Chester

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This 28<sup>th</sup> day of February, 2006.

Lou Ann Allen  
Notary Public

(Seal)



My Commission Expires: 3-12-09

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